

Application No. 09/397,008
Amendment dated
Reply to Office Action of December 29, 2005

Docket No.: 21736-00012-US

REMARKS

The ex parte Quayle action suggested corrections to claims 26-30, 43-47, 51-53, 58-59, 61, 113-115, 126-127, 130, 139-141, 152-153, 156, 159, 160, 163-164, 167 and 170. By this amendment, applicant has amended claims 26-30, 43-47, 51-53, 58-61, 113-115, 126-127, 130, 139-141, 152-153, 160, 163-164, 167, 170 and 171.

In the main applicant has amended the claims in the manner suggested in the Office Action. The exceptions include claim 26, line 30. Applicant has not changed "a" to -the- as suggested. This particular clause is a further definition of the "determining means" which operates "separately for each of a plurality of bidders". Under these circumstances if "a bidder" was changed to -the bidder-, which of "each of a plurality of bidders" would "the bidder" relate to? Applicant believes the claim reads better as it stands. In claim 26, the phrase "to determine a summed quantity of objects to be transacted at the current price" was added to line 24, making it unnecessary to change the word "quantity" to "quantities" in lines 27, 31 and 35.

In claim 26, "for" has been inserted before "assigning" in line 14, making the same change as requested by the examiner in claims 28 and 30. Similar changes have been made in claims 29 and 43-46.

In claim 43, the phrase "to determine a summed quantity of objects to be transacted in the current round" was added to line 25, making it unnecessary to change the word "quantity" to "quantities" in lines 28, 32 and 36. For consistency, the phrase "at the current price" was changed to "in the current round" in line 25.

In claim 47, the second occurrence of "the" in line 11 has been replaced by "a".

In claim 51, line 10, applicant has replaced the second (not the first) occurrence of "the" by "a", since that appears to be the change that was intended. The first occurrence of "the" has simply been deleted. In line 12, applicant has not amended "a bid" to read "said bid," since no

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particular bid is being referred to, and amending the claim in the manner suggested by the examiner could affect the scope of the claim.

In claim 52, instead of changing the second occurrence of "the" to "a" in line 4, applicant has changed "bidder being considered" to "bidder selected for consideration" in line 5. The same change was made in claim 52, lines 7, 9 and 10. Similar changes have been made in claims 27, 58, 114, 115, 127, 140, 141 and 153.

In claim 53, line 2, applicant has not changed "a" to "the" since while the parent claim refers to bidders, no particular bidder is referred to. In these circumstances changing "a bidder" to ~~the bidder~~ would merely introduce confusion.

In claim 58, line 11, "a" has been changed to "the". Applicant has not amended line 13, because the clause does refer to "each of a plurality of bidders" providing ample antecedent basis for the phrase "the bidder."

In claim 59, line 10, "a" has been changed to "the." In line 11, "a" has been changed to "the".

In claim 113, instead of changing the word "the" to "a" in line 4, the phrase "bidding process" has been added as included in "the auction" in line 2. This provides the basis for "the bidding process" in line 5. Applicant believes that this meets the examiner's objection while improving the readability of the claim. Claims 114, 115, 127, 139, 140, 141, 153, 160, 163, 167 and 170 have been amended in similar fashion.

In claim 126, the third occurrence of the word "the" has been changed to "an," since this appeared to be the occurrence that was intended.

In claim 127, line 9, the second occurrence of the word "the" has been changed to "a."

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Claim 130, line 2, "a bidder" has not been changed. Amending this language to -the bidder- would merely introduce confusion as there is no particular bidder being referred to. In line 3, the word "bid" has not been amended as suggested, since the word that should correctly appear is "bid", the past tense of the verb "bids".

In claim 139, line 6, the word "the" has been deleted. In line 9, the phrase "each of the plurality of bidders" has not been amended. Amending the claim in the manner suggested by the examiner could affect the scope of the claim, whereas the amendments authorized in the Quayle action are formal in nature. In line 23, the phrase "assigning items to a bidder" has not been amended for the same reason.

In claim 140, line 6, "the" has been deleted. In line 9, the phrase "determining, for each of a plurality of bidders" has not been amended. Amending the claim in the manner suggested in the Office Action could affect the scope of the claim.

In claim 141, the suggestions in lines 8 and 10 (believed to actually refer to lines 9 and 11) has not been followed since changing "a plurality" to "said plurality" could well affect the scope of the claim.

In claim 153, the amendments to line 7 and 9 have not been made inasmuch as changing "a plurality" to "said plurality" could well affect the scope of the claim.

The phrase in claim 156, line 2 referring to "a bidder" has not been changed to "said bidder" since that could affect the scope of the claim. Applicant has not amended line 3 to change "bid" to "bids" because the claim appears to read more naturally without the amendment.

In claim 160, line 6, the phrase "each said bid" has been changed to the phrase "each of said bids", and in line 8, the phrase "one bid" has been changed to the phrase "one of said bids", so that in each case the phrase "said bids" refers to the first occurrence of "bids" on line 6.

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In claim 167, line 7, the phrase "each said bid" has been changed to the phrase "each of said bids", since the claim is believed to read more naturally this way than by only changing "bid" to "bids". In line 8, the phrase "one said bid" has been changed to the phrase "one of said bids" to be consistent with the change in line 7. In line 9, the phrase "a bidder" has not been amended.

In claim 170, line 9, the word "a" has been changed to "the".

Claim 141 has also been amended so as to make it clear that the claim is directed only to a system.

Applicant believes that this amendment has cured any formal defects in the claims such that the application is now in condition for allowance and allowance of the application is solicited.

Applicant believes no fee is due with this response. However, if a fee is due, please charge our Deposit Account No. 22-0185, under Order No. 21736-00012-US from which the undersigned is authorized to draw.

Dated: 17 Feb 2006

Respectfully submitted,

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